

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Two CDBG Subrecipient Agreements & Two ESG Subrecipient Agreements

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Robert Heenan **EXT.** 7380

Agenda Date 10/26/2004 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:






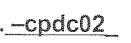
Approve and authorize the Chairman to execute two (2) CDBG Subrecipient Agreements with: 1) City of Sanford-CDBG, 2) City of Longwood-CDBG and two (2) ESG Subrecipient Agreements with: 1) Rescue Outreach Mission of Sanford, Inc. and 2) Seminole County Victim's Rights Coalition, Inc. after each Subrecipient has executed its Agreement.

BACKGROUND:

On 7/27/04 the Board of County Commissioners (Board) approved the 2004-2005 One Year Action Plan of the 2000-2005 Consolidated Plan which includes CDBG & ESG funding.

The following Agreements will be ready for execution after each has been executed by the Subrecipient:

1. First Amendment to the Seminole County/City of Sanford HUD/CDBG Subrecipient Agreement (\$100,570) Program Year 2003-2004-Goldsboro Front Porch Council Reading Academy, Library and Resource Center Building;
2. Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement (\$400,000) Program Year 2004-2005-Street Improvements (sidewalks, curbs, stormwater drainage and paving);
3. First Amendment to Agreement Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/ESG Subrecipient Agreement (\$37,577) Program Years 2003-2004 and 2004-2005-Assistance for operations, maintenance and administrative expenses; and
4. First Amendment to Agreement Seminole County/Seminole County Victim's Rights Coalition, Inc HUD/ESG Subrecipient Agreement (\$37,577) Program Years 2003-2004 and 2004-2005. Assistance for operations, maintenance and administrative expenses.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>-cpdc02</u>	

Staff recommends that the Board approve and authorize the Chairman to execute each of the above Subrecipient Agreements after each Agreement has been executed by the Subrecipient.

FIRST AMENDMENT TO THE
SEMINOLE COUNTY/CITY OF SANFORD
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and CITY OF SANFORD, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1788, Sanford, Florida, 32772-1788, hereinafter referred to as "SANFORD".

WHEREAS, the parties hereto previously entered into that certain HUD/CDBG Subrecipient Agreement Program Year 2003-2004 (the "Agreement") for the purpose of financing the acquisition of a handicap accessible, multipurpose community resource building located in the City for use by the Goldsboro Front Porch Council, Inc., a Florida nonprofit corporation providing revitalization activities for economically distressed communities, (the "Project") which Project is being administered by SANFORD; and

WHEREAS, the Agreement, at the time of its adoption, provided the first half of the funding of the Project from COUNTY's 2003-2004 Program Year HUD/CDBG funds; and

WHEREAS, effective October 1, 2004, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred

to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, COUNTY now has an additional FORTY-SEVEN THOUSAND ONE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$47,145.00) of funds available to contribute to the Project from its 2004-2005 Program Year HUD/CDBG funds for a combined total of ONE HUNDRED THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$100,570.00) of HUD/CDBG funds available to complete acquisition of the Project; and

WHEREAS, in view of the foregoing circumstances, the parties need to extend the deadline for completion of the Project and as a result thereof, the term of the Agreement; and

WHEREAS, COUNTY and SANFORD find that this First Amendment encompasses changes that serve a genuine public purpose and fulfill a need in the community for the benefit of persons of low and moderate income;

WHEREAS, the COUNTY and SANFORD seek to assist the Goldsboro Front Porch Council, Inc. (a Florida nonprofit corporation which provides revitalization activities for economically distressed communities); and

WHEREAS, the COUNTY finds and determines that the Project and enactment of this First Amendment will serve a COUNTY public purpose;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Amendment to Fifth Recital of Agreement. The fifth recital on Page 2 of the Agreement is hereby amended to reflect the increased funding for the 2004-2005 Program Year and shall henceforth read as follows:

"WHEREAS, the COUNTY has allocated FIFTY-THREE THOUSAND, FOUR HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$53,425.00) of 2003-2004 Program Year HUD/CDBG funds for this community development activity provided by SANFORD and an additional FORTY-SEVEN THOUSAND ONE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$47,145.00) of funds available to contribute to the Project from its 2004-2005 Program Year HUD/CDBG funds for a combined total of ONE HUNDRED THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$100,570.00) of HUD/CDBG funds available to complete acquisition of the Project; and"

Section 3. Amendments to Section 2, "Definitions" of the Agreement. Section 2 of the Agreement is hereby amended to delete references to "Affordability Period" and "Very Low Income" since such definitions are not relevant to the nature of the Project and

the uses of HUD/CDBG funds in the context of the Agreement. Accordingly, Section 2 of the Agreement shall read as follows:

"Section 2. Definitions.

~~(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.~~

~~(b)~~ (a) "CD Administrator" means the Community Resources Division Manager or their designee.

~~(c)~~ (b) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

~~(d)~~ (c) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

~~(e)~~ (d) "Planning Department" means the COUNTY's Planning and Development Department Director or his designee for the Community Development Office.

~~(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.~~

Section 4. Amendment to Section 4 of the Agreement. Section 4 of the Agreement shall be amended to lengthen the term of the Agreement itself and the Project completion date as follows:

"Section 4. Term. This Agreement shall be effective upon its execution by all parties and shall continue in effect through December 31, 2005 unless subsequently amended by the parties. SANFORD shall complete all ~~services required by this Agreement~~ the Project on or before December 31, ~~2004~~ 2005. Notwithstanding the foregoing, ~~the affordability period of real property acquired pursuant to this Agreement shall continue until December 31, 2009.~~ Further, ~~SANFORD shall comply with the following deadlines during the term of this Agreement:~~

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to December 31, 2003	Advertise for bids;
Prior to February 27, 2004	Sanford City Commission Awards Bid to Contractor;
Prior to April 5, 2004	Commence construction;
Prior to October 5, 2004	Complete construction;
Prior to October 29, 2004	Complete punch list, final construction inspection and obtain certificate of completion; "

Section 5. Amendments to Agreement Sections 5(b), 5(f) and 5(i). Sections 5(b), 5(f) and 5(i) of the Agreement are hereby amended to conform the Agreement's terms relative to the second phase of planned funding and necessary revisions to completion dates. Accordingly, those parts shall henceforth read as follows:

(b) The COUNTY has allocated ~~FIFTY THREE THOUSAND, FOUR HUNDRED AND TWENTY FIVE AND NO/100 DOLLARS (\$53,425.00)~~ ONE HUNDRED THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$100,570.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will pay/reimburse SANFORD for the services rendered under this Agreement up to ~~FIFTY THREE THOUSAND, FOUR HUNDRED AND TWENTY FIVE AND NO/100 DOLLARS (\$53,425.00)~~ ONE HUNDRED THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$100,570.00). In the event that SANFORD does not require the full amount of ~~FIFTY THREE THOUSAND, FOUR HUNDRED AND TWENTY FIVE AND NO/100 DOLLARS (\$53,425.00)~~ ONE HUNDRED THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$100,570.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other HUD/CDBG projects.

(f) On or before December 31, ~~2004~~ 2005, SANFORD shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of SANFORD not properly invoiced and received by the COUNTY by December 31, ~~2004~~ 2005.

(i) SANFORD shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property unless

SANFORD has first received written authorization from the CD Administrator. ~~The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by SANFORD shall automatically terminate this Agreement.~~

All other portions of Section 5 of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.

Section 6. Amendments to Section 6(c) of the Agreement.

Section 6(c) of the Agreement is hereby amended to reflect correction of a scrivener's error as follows:

"(c) SANFORD shall not assume the COUNTY's environmental responsibilities as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate and environmental review process. However, SANFORD is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is SANFORD released from any environmental pollution that it may cause or have caused and SANFORD shall assume full liability therefore.

Section 7. Amendment to Agreement Section 9(b). Section 9(b) of the Agreement pertaining to mandatory audit of funds received and disbursed pursuant thereto is hereby amended to read as follows:

"(b) SANFORD shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If SANFORD is receiving more than ~~\$300,000.00~~ \$500,000.00 from HUD through the COUNTY pursuant to this Agreement, of Federal funds from all sources, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner."

All other portions of Section 9 of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.

Section 8. Amendment to Agreement Sections 9(d) and (e).
Section 9(d) and (e) of the Agreement are hereby amended to correct and clarify references to the required monthly and annual reports that must be filed by SANFORD as follows:

"(d) SANFORD shall complete and provide to the CD Administrator ~~a monthly report on the Subrecipient Report attached hereto as Exhibit C~~ each month a completed Monthly Report using the form thereof attached as Exhibit D to this Agreement. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A-1 (Revised Scope of Services)."

"(e) SANFORD shall also complete and submit to the COUNTY an End of ~~Project~~ Year Report attached hereto as Exhibit ~~D~~ E."

Section 9. Amendment to Section 16 of the Agreement. Section 16 of the Agreement is hereby amended to require that all Program Income received at any time as a result of the investment of COUNTY funds, be remitted to COUNTY instead of being retained by SANFORD. Section 16 shall henceforth read as follows:

"Section 16. Income.

(a) In the event that any ~~income~~ Program Income is received by SANFORD as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the expiration of the term of the Agreement, SANFORD shall immediately render such ~~income~~ Program Income to the COUNTY.

~~(b) If any income is received by SANFORD as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by SANFORD to provide services to the clients of SANFORD of a nature similar to the uses set forth herein."~~

Section 10. Amendment to Section 19 of the Agreement. Section 19 of the Agreement is hereby amended to correct an erroneous citation to the Federal regulation controlling termination of subrecipient agreements for cause. That Section shall henceforth read as follows:

"Section 19. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section ~~84.61~~ 85.43, for breach of the Agreement or for other legal cause. The parties may also mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause."

Section 11. Replacement of Certain Exhibits to Agreement.

(a) Exhibit A, "Scope of Services" to the Agreement is hereby superseded and replaced by Exhibit A-1 and Attachments 1 and 2 thereto, attached to this First Amendment ("Revised Scope of Services").

(b) Exhibit B, "Project Budget" to the Agreement is hereby superseded and replaced by Exhibit B-1 ("Revised Project Budget") attached to this First Amendment.

(c) Exhibit C, "Request For Payment" to the Agreement is hereby superseded and replaced by Exhibit C-1 ("Revised Request For Payment") attached to this First Amendment.

The remaining exhibits to the Agreement not expressly replaced, superseded or amended herein shall remain in full force and effect.

Section 12. Effect of First Amendment on Agreement. The remaining portions of the Agreement and the Exhibits/Attachments thereto not expressly amended by this instrument shall remain unchanged and in full force and effect for the remaining term of the Agreement. The severability clause in Section 26 of the

Agreement shall be deemed applicable to this First Amendment.
The term of this First Amendment shall be the same as that for
the Agreement itself.

IN WITNESS WHEREOF, the parties hereto have caused the
Agreement to be executed:

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, City Clerk

By: _____
BRADY M. LESSARD, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2004 regular meeting.

County Attorney

Attachments:

- Exhibit A-1: Revised Scope of Services
- Exhibit B-1: Revised Project Budget
- Exhibit C-1: Revised Request For Payment

EXHIBIT A-1

REVISED SCOPE OF SERVICES

GENERAL STATEMENT OF OBLIGATIONS:

SANFORD shall provide a handicapped accessible building to serve as an office, reading academy, library and resource center for the Goldsboro Front Porch Council. Said building shall be located at 1211 13th Street in Sanford, situated on two contiguous lots with the following legal description and parcel numbers:

LOT 25, BLOCK B, SOUTH SANFORD, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1,
PAGE 94 OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA

Parcel I.D. No.: 35-19-30-5AJ-0B00-0250

and

LOT 26, BLOCK B, SOUTH SANFORD, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1,
PAGE 94 OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA

Parcel I.D. No.: 35-19-30-5AJ-0B00-0260

Said building shall be constructed and installed in accordance with the site plan attached hereto as Attachment 1 and specifications attached hereto as Attachment 2.

ADDITIONAL OBLIGATIONS:

1. SANFORD shall prepare all legal documents required for bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to

commencement of the bidding process.

2. SANFORD shall advertise for bids and provide bidding contractors a specific response period of at least 21 days or such longer period as may be in accord with legal requirements.

3. Following the close of the bidding period, the COUNTY and SANFORD shall jointly review the bids received and contractor qualifications. SANFORD shall select, upon COUNTY approval, the contractor to be awarded the construction work. SANFORD shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

4. SANFORD and the COUNTY shall hold a pre-construction conference with the contractor, subcontractor, private utilities representatives, city representatives and other appropriate persons for the purpose of:

- (a) identifying SANFORD's project manager;
- (b) identifying the contractor's project manager and the COUNTY's project manager;
- (c) identifying the field monitors;
- (d) discussing the plans and specifications;
- (e) discussing construction procedures and scheduling;
- (f) answering any questions prior to construction;
- and
- (g) discussing Federal requirements and regulations.

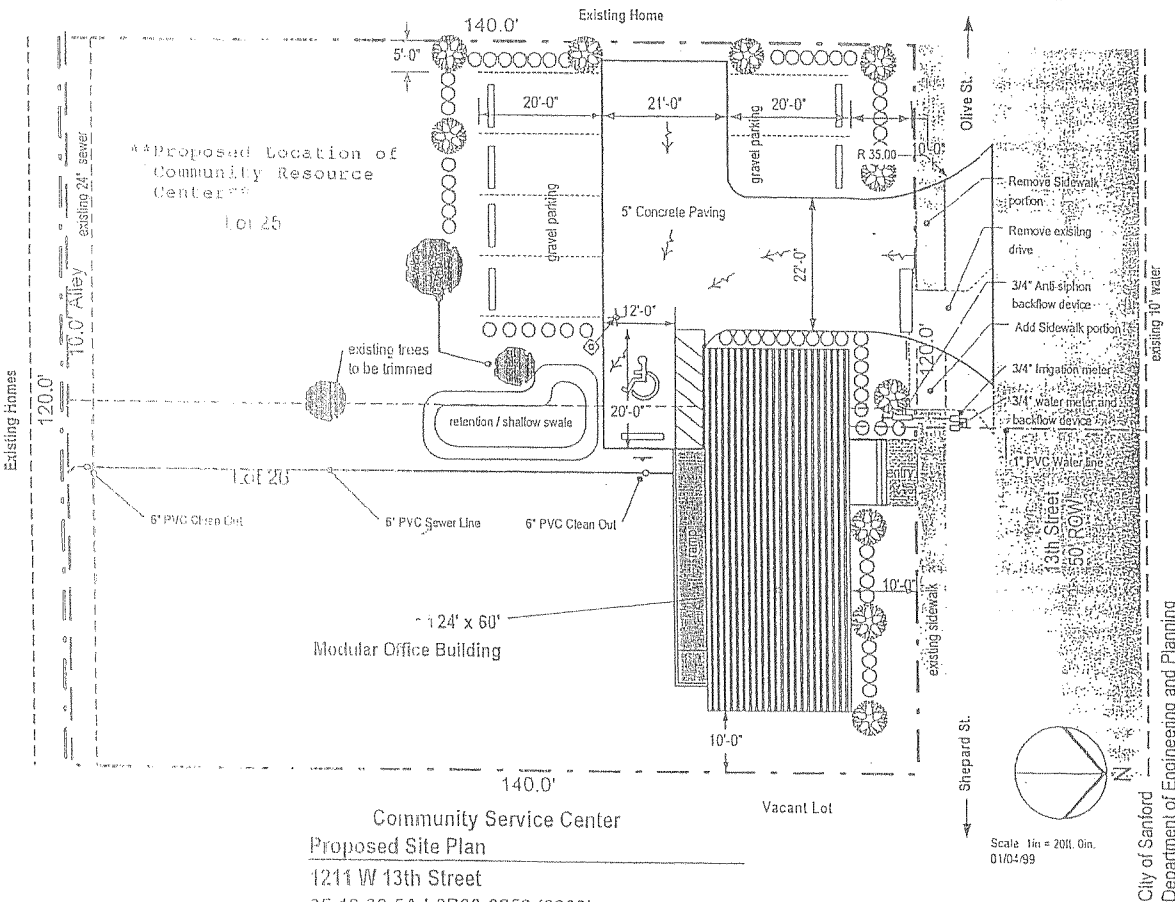
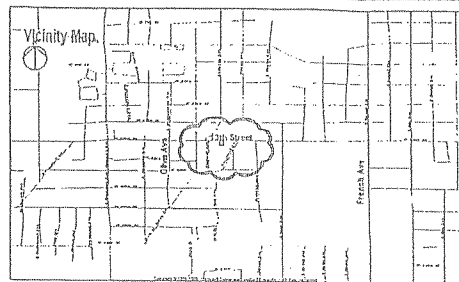
5. SANFORD shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. SANFORD shall secure any necessary permits or certificates.

7. The SANFORD project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

Legend:

- 10' Lateral Oak tree 2' Diameter at 4.5
- 24' H West Lead Cypress tree 10' Diameter at 4.5
- Concrete wheel stop
- Flow arrow
- Street light
- Sign
- Stop line



Site Data:

Project name: Goldsboro Front Porch Community Resource Center
Tax I.D.# 35-19-30-5AJ-0B00-0250 (0260)
Legal Description: Lot 25 and 26 of Block B, PB1, Page 94 of South Sanford as recorded in the Public Records of Seminole County Florida.
Owner: City of Sanford, FL
Engineer: City of Sanford

Surveyor: City of Sanford

Contact Persons: Chief Ray Brorson 323-3030
 Chris Smith - 330-5674 - Project Manager

Existing Land Use: Vacant (Grass and a few large trees)

Proposed Land

Use: Modular Office Community Service Center
Zoning: Site: GC2
 West: GC2
 East: GC2
 North: GC2
 South: GC2

Flood Zone: "X" FEMA April 17, 1995 (12117C0045 E) Ref elev. +-20

Site Area: 16,800 Sf / 0.386 acres

Landscape Open Space: 13,011 Sf / 0.298 acres 77.45%

Impervious Area: 3,789 Sf / 0.086 acres 22.55%

Site Analysis:

Paved Parking: 1,958 sq.ft.
Building: 1,440
Walks: 391

Total Impervious: 3,789 sq.ft.

Soil Classification: Type 34 (Urban Land) Hydrologic Group "D" Wabasso

Required retention: 1.75 inches x 3789 sq.ft. = 552 cubic ft. volume.

Proposed retention: 368sq. ft at 1.5' deep

Building Height: +- 12'

Setbacks: Front: 25' required (Proposed 10')
 Rear: 20' required (Proposed 106')
 Side: 10' required (Proposed 10')
Buffers: Front: 10' required (Proposed 10')
 Side: 5' required (Proposed 5' West side, 10' East side)

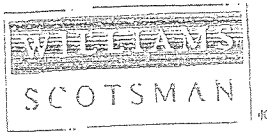
Required Parking: Public Service Structure: 1 per employee = 4 spaces
Provided Parking: 6 Regular spaces 1 Paved Handi-capped.

Utilities:

Water: City of Sanford
Sewer: City of Sanford
Telephone: Bellsouth
Electric: Florida Power and Light
Solid Waste: City of Sanford

EXHIBIT A-1

ATTACHMENT 2



Mobile Offices • Storage Products
And More

WILLIAMS SCOTSMAN, INC.
801 Jetstream Drive
Orlando, FL 32824
407-851-9030
FAX 407-851-8792

CITY OF SANFORD

SPECIFICATIONS

BUILDING SIZE:
48x56 SECTION MODULAR

FRAME:

- ◆ OUTRIGGER FRAME
- ◆ 12 INCH I BEAM
- ◆ DETACHABLE HITCH

FLOOR:

- ◆ JOIST DESIGN - TRANSVERSE 2X6 16 OC
- ◆ DECKING-5/8" PLYWOOD
- ◆ BLOCK TILE IN R/R AND BREAKROOM
- ◆ 26 OZ. CARPET (SHIP CARPET LOOSE - W/S INSTALL ON SITE)
- ◆ BOTTOM BOARD - .040 ASPHALT BOARD

EXTERIOR WALL CONSTRUCTION:

- ◆ 8'6" FT WALL HEIGHT
- ◆ DOUBLE TOP PLATE
- ◆ WALL COVERING - 1/2" VCG

INTERIOR DOORS:

- ◆ (2) SOLID CORE 36X80 DOOR (6 PANEL) - R/R
- ◆ (8) HOLLOW CORE 36X80 DOOR (6 PANEL)
- ◆ PRIVACY HARDWARE
- ◆ PARTITION WALLS: 305'
- ◆ MOLDING PACKAGE: STANDARD

ROOF:

- ◆ TRUSS TYPE: IBC
- ◆ DESIGN - COMPLEX/BOX
- ◆ SHEATHING - 7/16 OSB 24 O.C.
- ◆ COVERING - RUBBER
- ◆ CEILING - T-GRID (TO BE INSTALLED ON-SITE)
- ◆ HURRICANE STRAPS AND ROOF VENTS ARE PER CODE

INSULATION:

- ◆ KRAFT BACK
- ◆ FLOOR - R-11
- ◆ WALL - R-11 (KRAFT BACK)
- ◆ CEILING- R-19 (KRAFT BACK)
- ◆ PARTITIONS - R-11

PLUMBING:

- ◆ HANDICAP RESTROOM - (2)
- ◆ 6 GALLON HOT WATER HEATER

- ◆ HANDICAP TOILET (2)
- ◆ WALL MOUNTED SINK (2)
- ◆ MIRRORS (2)
- ◆ TOILET PAPER HOLDERS (2)
- ◆ PVC WASTE PIPE STUBBED THRU FLOOR ONLY
- ◆ CPVC SUPPLY LINES

ELECTRICAL

- ◆ 100 AMP W/ MAIN BREAKER (4)
- ◆ (40) FLUORESCENT LIGHTS
- ◆ (2) PORCH LIGHTS
- ◆ LIGHTED EXIT SIGN AND EMERGENCY SIGNS WITH BATTERY PACK (2)
- ◆ COMBO BATH VENT (2)

HVAC:

- ◆ 3 TON A/C BARD WALL HUNG WITH 10KW (4)
- ◆ SUPPLY DUCTS - CEILING T-GRID
- ◆ RETURN AIR - PLENUM WALL CEILING

EXTERIOR:

- ◆ HI-RIB ALUMINUM
- ◆ FALSE MANSARD

MILLWORK:

- ◆ 6' BASE CABINETS-FORMICA
- ◆ GOOSE NECK SINK (1)

WINDOWS:

- ◆ VERTICAL SLIDE WITH V-BLINDS/24X34 (13)
- ◆ INTERIOR BURGLAR BARS
- ◆ BRONZE/BRONZE

DOORS:

- ◆ 36X80 STANDARD DOOR WITH VIEW BLOCK (2)-STEEL/STEEL
- ◆ HARDWARE: LEVER AND DEADBOLT W/ CLOSERS

CODES:

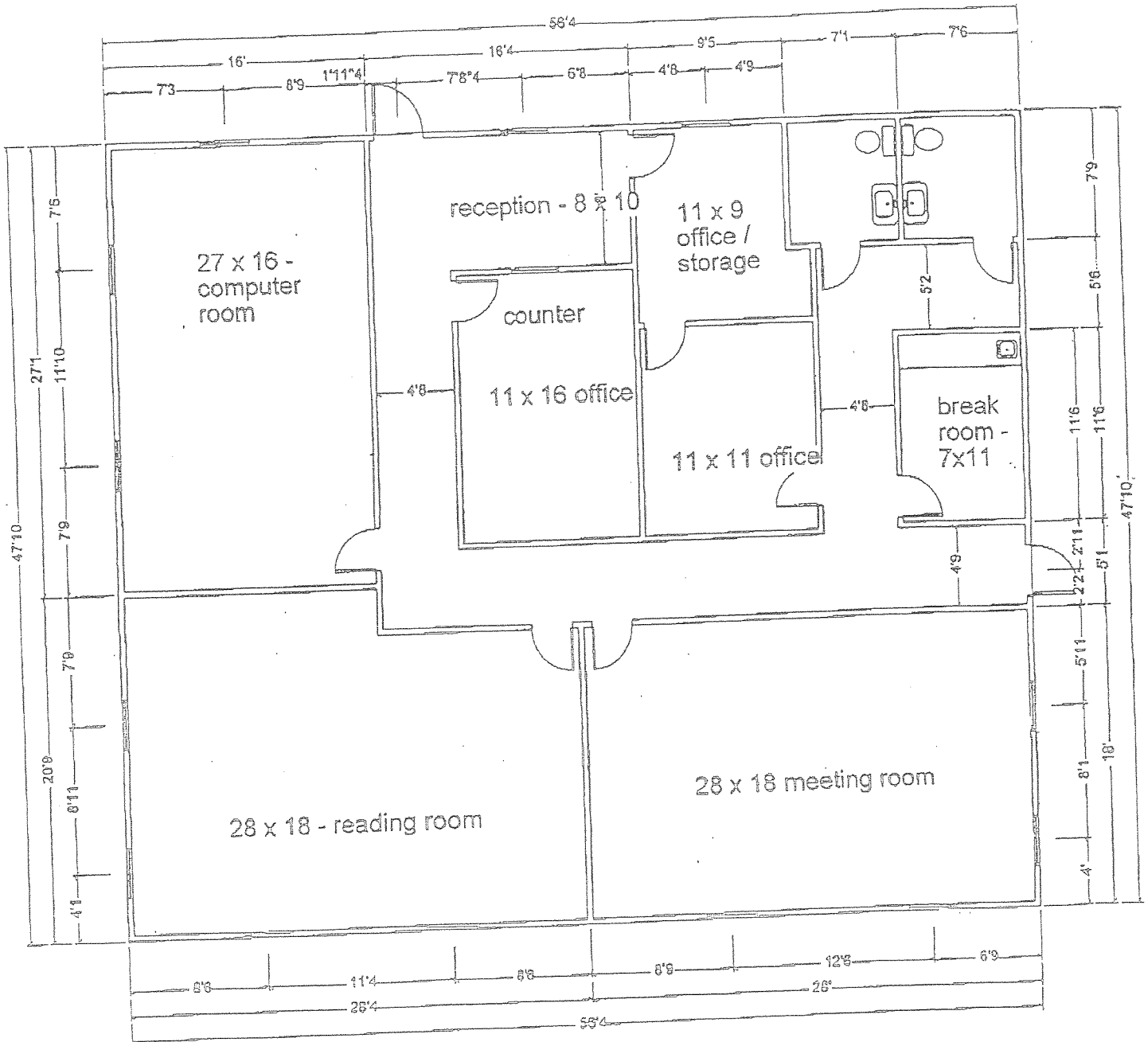
- ◆ FLORIDA STATE SEAL
- ◆ FBC TYPE-VI BUSINESS OCCUPANCY
- ◆ 130 MPH WIND ZONE

EXHIBIT A-1 ATTACHMENT 3



Mobile Offices - Storage Products
And More

WILLIAMS SCOTSMAN, INC.
801 Jetstream Drive
Orlando, FL 32824
407-851-9030
FAX 407-851-8792



48 x 56 office - hi rib exterior, 26 oz carpet, tile in break room and restrooms, central a/c, interior security bars, 8' ceilings with t'grid, vinyl covered interior walls, insulated interior walls, break room with 7' coffee bar and sink. steel ext doors.

EXHIBIT B-1

REVISED PROJECT BUDGET

ACTIVITY	Budget
Reimbursement to SANFORD for provision of a multipurpose handicapped accessible building for the use and benefit of Goldsboro Front Porch Council, Inc.	\$100,570.00

EXHIBIT C-1

REVISED REQUEST FOR PAYMENT

Subrecipient City of Sanford

Name of Activity/Project Front Porch Council Modular Building

Mailing Address _____

Contact Person _____

Payment Request No: _____

Telephone No. _____

Subrecipient Agreement Amount (\$100,570.00)	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required
Completion Date: _____

Submitted By: _____

Title: _____

Signature: _____

Date: _____

SEMINOLE COUNTY/CITY OF LONGWOOD
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS AGREEMENT, entered into this ____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and CITY OF LONGWOOD, a Florida municipality, whose mailing address is 174 West Church Avenue, Longwood, Florida 32750-4197, hereinafter referred to as "LONGWOOD".

WHEREAS, COUNTY has made application effective October 1, 2004, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 570; and

WHEREAS, pursuant to the HUD application, the COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, a suitable living environment and improved quality of life, principally for persons of low and moderate income, as described in the CDBG Program application; and

WHEREAS, LONGWOOD shall provide professional construction services for installation of street improvements, sidewalks, curbs, storm water drainage, street paving and associated infrastructure improvements within LONGWOOD to benefit low and moderate income residents of Seminole County Florida as described in Exhibits A and B to this Agreement; and

WHEREAS, COUNTY has deemed that such street improvements will serve a public purpose; and

WHEREAS, the COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD/CDBG funds for such street improvements for the 2004-2005 Program Year,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community Resources Division Manager.

(b) "CDBG Program" means the Seminole County CDBG Program.

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "County Approval" means written approval by the Planning Director, CD Administrator, or their designee.

(e) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(f) "Planning Department" means the COUNTY's Planning and Development Department Director or his/her designee for the Community Development Office.

Section 3. Statement of Work.

(a) LONGWOOD, in a manner satisfactory to the COUNTY, shall perform all services described or referred to in Exhibit A, General Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of LONGWOOD.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction services for installation of street improvements, sidewalks, curbs, storm water drainage, street paving, and associated infrastructure improvements within LONGWOOD and the Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as Exhibit B, those expenses shall be specifically itemized by the hours or dollars expended or as otherwise required by applicable laws, rules, and regulations. All hours charged by staff and direct expenses shall be specifically and directly related to LONGWOOD's implementation of the CDBG activity funded under this Agreement.

Section 4. Term. The COUNTY shall reimburse LONGWOOD for the services described in Exhibit A, performed by LONGWOOD up to the limits set forth in Section 5. All such services shall be performed by LONGWOOD in accordance with applicable requirements of HUD with reimbursement contingent thereupon. LONGWOOD shall perform all services described in Exhibit A from October 1, 2004 through December 31, 2005, unless the

Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. LONGWOOD shall complete all services required by this Agreement in accordance with the following schedule:

No later than May 2, 2005: Commence construction

No later than December 31, 2005: Complete construction

The Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 9, 12, 13, 14, 16, 18, and 22 hereunder shall survive the term of the Agreement as a whole.

Section 5. Payments.

(a) The COUNTY shall reimburse LONGWOOD for funds paid to the contractors, subcontractors, and vendors selected by LONGWOOD to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse LONGWOOD for the services rendered under this Agreement up to FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). In the event that LONGWOOD does not require the full amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY HUD funded projects.

(c) In no event shall the COUNTY reimburse LONGWOOD, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the City Administrator of LONGWOOD and the CD Administrator.

(d) In order to process payment requests, LONGWOOD shall submit to the COUNTY an original invoice signed by the entity requesting payment and LONGWOOD's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to the requesting entity. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if LONGWOOD, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before February 14, 2006 (i.e., 45 days after expiration of the term of this Agreement), LONGWOOD shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of LONGWOOD not properly invoiced and received by LONGWOOD by December 31, 2005 and provided to the COUNTY by said date.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed

by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) LONGWOOD shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. Prior to final payment by the COUNTY, LONGWOOD shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) LONGWOOD shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property unless LONGWOOD has first received written authorization from the CD Administrator and any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. LONGWOOD shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) **Uniform Administrative Requirements:** 24 CFR, section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 CFR Parts 84 and 85; 24 CFR, section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements With state and Local Governments"), A-110 ("Uniform

Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"), A-122 ("Cost Principles For Non-Profit Organizations"), A-128 ("Audits of State and Local Governments") and A-133 ("Audits of State and Local Governments and Non- Profit Organizations").

(b) Other Federal Program Requirements: Longwood shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to section 104(g) of her act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, LONGWOOD shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604

"Environmental Standards", nor the COUNTY's responsibility to initiate and environmental review process. However, LONGWOOD is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is LONGWOOD released from any environmental pollution that it may cause or have caused and LONGWOOD shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of Federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) AND THE Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, LONGWOOD shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". Longwood shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to section 112.312(15), Florida Statutes.

(2) Chapter 199, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to LONGWOOD.

Section 8. Management Assistance.

(a) The CD Administrator shall be available to LONGWOOD to provide guidance on HUD requirements.

(b) In the event that LONGWOOD does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to LONGWOOD on or after ninety (90) days from the expiration of the subject time frame advising LONGWOOD that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 9. Reporting Requirements. LONGWOOD shall fully complete and provide to the CD Administrator monthly reports utilizing the "Request for Payment" form attached hereto and incorporated herein as Exhibit "C". Additionally, LONGWOOD shall complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D," summarizing the number of active projects under construction, all bid information and construction summaries. LONGWOOD shall provide the monthly reports as part of the financial reimbursement

process no later than the fifteenth (15th) day of each month. Failure by LONGWOOD to submit a monthly report (Exhibit "D") shall allow the COUNTY to withhold payment on the next Request For Funds Reimbursement Report submitted by LONGWOOD until the required monthly report is submitted as mandated herein. Further, LONGWOOD shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Year Report," attached hereto and incorporated herein as Exhibit "E". The COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) LONGWOOD shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five years from the date of the final project audit. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by LONGWOOD pursuant to this Agreement;

(B) Bills and invoices for all services purchased by LONGWOOD pursuant to this Agreement;

(C) Force account construction including the records indicating LONGWOOD, position, number of hours and total labor costs.

(D) All capital expenditures, including a description, model, serial number, and date and cost of acquisition.

(b) LONGWOOD shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If LONGWOOD is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State or local agency.

(d) LONGWOOD shall retain all records and supporting documentation pertaining to matters of this Agreement for a minimum of five (5) years after resolution of the final audit or for such longer term as may be required by Federal or Florida law.

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services LONGWOOD has agreed to perform hereunder, or for debts or claims accruing to such parties against LONGWOOD. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods

or materials to LONGWOOD as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by LONGWOOD.

Section 12. Subcontracts. All contracts made by LONGWOOD to perform the activities described in Exhibit A shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which LONGWOOD wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) LONGWOOD shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to LONGWOOD or whomsoever, resulting out of LONGWOOD's fraud, defalcation, dishonesty, or failure of LONGWOOD to comply with applicable laws or regulations; any act or omission of LONGWOOD in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the

Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to LONGWOOD by registered or certified mail addressed to LONGWOOD at the address provided hereinafter. Upon receiving such notice, LONGWOOD, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in LONGWOOD'S defense of any such action, suit or proceeding.

(c) The provisions of section 768.28, Florida Statutes, shall govern matters of liability for both parties.

Section 14. Insurance. LONGWOOD shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income.

(a) In the event that any program income is received by LONGWOOD as a direct result of the investment of any COUNTY funds awarded under

this Agreement during the term of the Agreement, LONGWOOD shall immediately render such program income to the COUNTY.

(b) If any program income is received by LONGWOOD as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such program income shall be returned to the COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by LONGWOOD through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, LONGWOOD shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement. The distribution of any real property controlled by LONGWOOD and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503, 570.505, and if such property is sold to another party, the provisions of 24 CFR 85.31 shall also apply.

Section 20. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, for breach of the Agreement or for other legal cause. The parties may

mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 22. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to LONGWOOD pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by LONGWOOD;
- (d) Demand LONGWOOD immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of LONGWOOD's real or personal property. To create such a lien, the COUNTY shall send a letter to LONGWOOD demanding refund of any monies expended to LONGWOOD pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon LONGWOOD's real and personal property.

Section 23. Suspension and Termination. In accordance with 24 CFR Sections 84.60-62, the COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to the Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR Sections 85.43 and 85.44, providing for termination for mutual convenience, or partial termination for specified reasons. The Agreement may also be terminated immediately by the COUNTY for cause.

Section 24. Certification Regarding Lobbying. LONGWOOD hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, LONGWOOD shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, LONGWOOD hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency.

Section 25. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street
Sanford, Florida 32771

For LONGWOOD:

City Administrator
City of Longwood
174 West Church Avenue
Longwood, Florida 32750-4197

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 26. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 27. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to

the other party and without the need for formal amendment to this Agreement.

Section 28. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

CITY COMMISSION OF LONGWOOD

SARAH M. MIJARES, City Clerk

By: _____
H.G. BUNDY, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____,
2004 regular meeting.

County Attorney
AC/lpk

Attachments:

1. Exhibit A - General Scope of Services, including Attachment 1,
Map of Work/Service Area
2. Exhibit B - Project Budget
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
5. Exhibit E - End of Year Report

P:\Users\aschneider\Affordable Housing\Longwood HUD-CDBG 2004-2005 rev. 9-21-04.doc

EXHIBIT A

GENERAL SCOPE OF SERVICES-STATEMENT OF WORK

Generally:

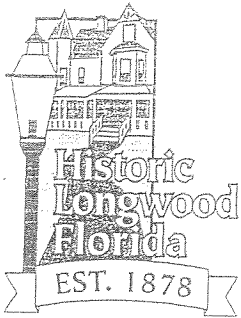
LONGWOOD shall administer construction of infrastructure improvements including, but not limited to, installation of sidewalks, curbs drainage improvements, street paving and associated street improvements such as road striping, signage, sod, etc. on East Bay Avenue from CR 427 (Ronald Reagan Boulevard) to Grant Street. The site for this work is attached hereto as Exhibit A-Attachment 1.

Specific Obligations:

1. LONGWOOD shall prepare all documents required for bidding in accordance with 24 CFR 85.36 (d) (2) "Procurement by Sealed Bids" and City Purchasing Procurement Standards. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.
2. LONGWOOD shall advertise for bids and provide bidders a specific response period in accordance with 24 CFR 85.36 (d) (2) Procurement by Sealed Bids" and City Purchasing Procurement Standards.
3. Following the close of the bidding period, the COUNTY and LONGWOOD shall jointly review the bids received and contractor qualifications. After review, LONGWOOD shall select the contractor to be awarded the construction work.
4. LONGWOOD and the COUNTY shall hold a pre-construction conference with the contractor, subcontractors, private utilities and public utilities representatives, LONGWOOD representatives and other appropriate persons for the purpose of:
 - (a) Identifying the LONGWOOD project manager;
 - (b) Identifying the COUNTY project manager;
 - (c) Discussing the construction plans and specifications;
 - (d) Discussing construction procedures and scheduling;
 - (e) Addressing any questions prior to construction; and
 - (f) Discussing Federal Labor Standards Provisions (Davis-Bacon and related Acts).
5. LONGWOOD shall monitor and inspect all construction activities to ensure compliance with this Subrecipient Agreement.
6. LONGWOOD shall ensure that all permits required for construction have been approved by all applicable permitting agencies.

7. The LONGWOOD project manager shall be liaison to the COUNTY and the LONGWOOD project manager shall be responsible for responding to all requests by the COUNTY.
8. LONGWOOD shall complete all services required by this Subrecipient Agreement in accordance with the following schedule:
 - No later than May 2, 2005 Commence Construction
 - No later than December 31, 2005 Complete Construction

EXHIBIT A--ATTACHMENT 1



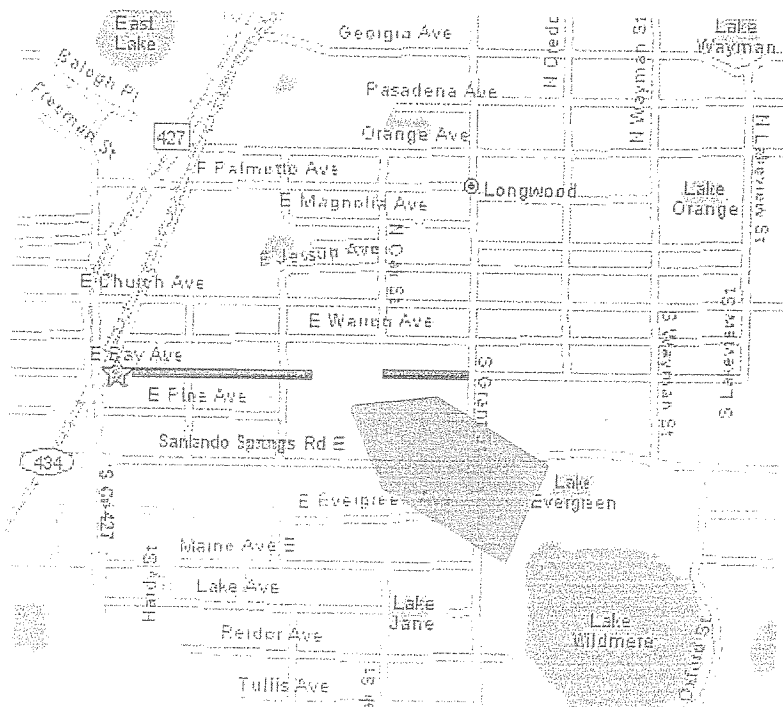
City of Longwood

175 WEST WARREN AVENUE
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197
FAX (407) 260-3419

March 4, 2004

Sub: Map of the Neighborhood / Exhibit B



City Mission:
"Enhancing the Quality of Life for Our Citizens"

EXHIBIT B
PROJECT BUDGET

Activity	Budget
<p>Reimbursement for Construction and Installation of Improvements to:</p> <p>East Bay Avenue from CR 427 (Ronald Reagan Boulevard) to Grant Street.</p> <p>(See EXHIBIT A Attachment 1 Map)</p> <p>CDBG 2004-2005</p>	<p>\$400,000.00</p>

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient City of Longwood, Florida

Name of Activity/Project East Bay Avenue Improvements (CR 427 to Grant Street)

Mailing Address _____

Contact Person _____

Payment Request No: _____

Telephone No. _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$400,000.00			
\$ 400,000.00			
\$ 400,000.00			
\$ 400,000.00			
\$ 400,000.00			
\$ 400,000.00			
\$ 400,000.00			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient _____ City of Longwood, Florida
Mailing Address _____ Contact Person _____
_____ Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments:

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: City of Longwood, Florida

FISCAL YEAR: 2004-2005

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Headed Household

Any other special accomplishments:

Signed: _____

FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
HUD/ESG SUBRECIPIENT AGREEMENT
PROGRAM YEARS 2003-2004 AND 2004-2005

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and RESCUE OUTREACH MISSION OF SANFORD, INC., a Florida non-profit corporation, whose mailing address is 1701 W. 13th Street, Sanford, Florida 32771, hereinafter referred to as "RESCUE".

WHEREAS, COUNTY previously made application and entered into a grant agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Subtitle B of Title IV, of the Stewart McKinney Homeless Assistance Act, codified as 42 U.S.C., sections 11371-11378, inclusive and pursuant to Title 24 Code of Federal Regulations (CFR) Part 576 implementing said statutes; and

WHEREAS, the purpose of such Federal statutes and regulations is to make Emergency Shelter Grants ("ESG") available to state and local governments and participating not for profit entities; and

WHEREAS, the parties hereto previously entered into that certain HUD/ESG Subrecipient Agreement Program Year 2003-2004 (the "Agreement") for the purpose of partially financing certain

operations, maintenance and administrative expenses of RESCUE's emergency homeless shelter facilities for homeless residents of Seminole County for the 2003-2004 Fiscal Year (the "Project"); and

WHEREAS, COUNTY now has an additional THIRTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) of ESG funds available to contribute to the Project from its 2004-2005 Program Year HUD/ESG funds; and

WHEREAS, the parties hereto agree that an extension of time for RESCUE's continued performance under this Agreement is required under present circumstances and the timing of available funding for 2004-2005,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and amend the Agreement as follows:

Section 1. Recitals. The above recitals are true, have been relied upon by the parties and form a material part of this First Amendment and of the Agreement, as hereby amended.

Section 2. Amendment to Fourth Recital of the Agreement. The fourth recital on Page 1 of the Agreement is hereby amended to reflect the increased funding and shall henceforth read as follows:

"WHEREAS, the COUNTY has allocated THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) for the 2003-2004 Program Year and THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) for 2004-2005 of Emergency Shelter Grants Program (ESG) HUD funds for such services provided by RESCUE; and

Section 3. Amendments to Section 2, "Definitions" of the Agreement. Section 2 of the Agreement is hereby amended to delete references to "Affordability Period" and "Very Low Income" since such definitions are not relevant to the nature of the Project and the uses of ESG funds in the context of the Agreement. Accordingly, Section 2 of the Agreement shall read as follows:

"Section 2. Definitions.

~~(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.~~

~~(b)~~ (a) "CD Administrator" means the Community Resources Division Manager or their designee.

(c) ~~(b)~~ "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

~~(d)~~ (c) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(e) (d) "Planning Department" means the COUNTY's Planning and Development Department Director or his designee for the Community Development Office.

~~(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement. "~~

Section 4. Amendment to Section 4 of the Agreement. Section 4 of the Agreement shall be amended to lengthen the term of the Agreement itself and the service performance dates to expend the 2004-2005 Program Year funds as follows:

"Section 4. Term. This Agreement shall be effective upon its execution by all parties. RESCUE shall complete all services required by this Agreement on or before September 30, ~~2004~~ 2005. This Agreement shall terminate on September 30, ~~2004~~ 2005. RESCUE shall complete all services required by this Agreement in a timely manner, including, at a minimum, compliance with the following deadlines:

Prior to October 31, 2003 <u>2004</u>	Meet with County Project Manager to review terms of Agreement;
Prior to January 30, 2004	Expend at least 25% of HUD funds;
Prior to April 30, 2004 <u>2005</u>	Expend at least 50% of HUD <u>Agreement</u> funds;

~~Prior to July 30, 2004~~

~~Expend at least 75% of
HUD Agreement;~~

Prior to September 30, 2004 2005

Expend 100% of HUD
Agreement funds."

Section 5. Amendments to Section 5 of the Agreement. Section 5 of the Agreement is hereby amended to conform the Agreement's terms relative to the increased funding provided for herein and necessary revisions to completion dates. Accordingly, that section shall henceforth read as follows:

"Section 5. Payments.

(a) The COUNTY shall reimburse RESCUE for funds paid to the service providers described in the Revised Project Budget, attached ~~hereto~~ as Exhibit B-1 and incorporated herein by reference.

(b) The COUNTY has allocated ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ an additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) of HUD/ESG funds for completion of this Agreement. The COUNTY will pay/reimburse RESCUE for the services rendered under this Agreement up to ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ an additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00). In the event that RESCUE does not require the full amount of ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ the additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND

NO/100 DOLLARS (\$37,577.00), ~~as reflected in the bids received and reviewed by both parties to this Agreement,~~ the CD Administrator reserves the right to reallocate such funds to other HUD/ESG projects.

(c) In no event shall the COUNTY reimburse RESCUE, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the ~~President~~ Executive Director of RESCUE and the CD Administrator.

(d) In order to process reimbursement or payment requests, RESCUE shall submit to the COUNTY ~~an~~ a copy of the signed original invoice and copies of canceled checks representing payments to vendors signed by the entity requesting payment. ~~and RESCUE's Project Manager.~~ Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice requesting reimbursement from the COUNTY.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to RESCUE. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if RESCUE, its vendors, contractors and subcontractors have performed services in full compliance with all HUD/ESG requirements and properly invoiced the request for

payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before ~~September 30, 2004~~ November 15, 2005, RESCUE shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of RESCUE not properly invoiced for goods and services rendered by September 30, 2005 and received by the COUNTY ~~by September 30, 2004~~ on or before November 15, 2005.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) RESCUE shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. RESCUE must demonstrate dollar per dollar matching of HUD funds distributed by the COUNTY which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Prior to any reimbursement of funds or final payment to RESCUE under this Agreement, RESCUE ~~must~~ shall provide appropriate documentation to demonstrate that an amount equal amount to such funds or equivalent services have been leveraged.

(i) RESCUE shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property under this Agreement. ~~unless RESCUE has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by RESCUE shall automatically terminate this Agreement.~~

Section 6. Amendments to Section 6 of the Agreement.
Section 6 of the Agreement is hereby amended to reflect revisions to citations of applicable Federal regulations concerning ESG funded programs:

"Section 6. Compliance With Federal Regulations.

(a) RESCUE shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, ~~"Regulations Relating to Housing and Urban Development."~~ Part 576 including particularly the following sections thereof:

A. 576.21 - Eligible Activities;

B. 576.23 - Faith Based Activities (See Attachment 1 to this First Amendment);

C. 576.53 - Use As An Emergency Shelter;

D. 576.55 - Building Standards;

E. 576.56 - Homeless Assistance and Participation;

F. 576.57 - Other Federal Requirements (See Attachment 1 to this First Amendment);

G. 576.59 - Relocation and Acquisition.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

~~(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";~~

~~_____ (6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non Profit Organizations";~~

~~_____ (7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";~~

~~_____ (8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";~~

(c) RESCUE shall not assume the COUNTY's environmental responsibilities as described in 24 CFR Sec. ~~570.604~~ "Environmental Standards" Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental

Responsibilities" nor the COUNTY's responsibility to initiate an environmental review process. However, RESCUE is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is RESCUE released from any environmental pollution that it may cause or have caused and RESCUE shall assume full liability therefore."

Section 7. Amendments to Sections 9(b), 9(d) and 9(e) regarding Maintenance of Records by RESCUE. Sections 9(b), (d) and (e) of the Agreement are hereby amended to correct scrivener's errors and shall henceforth read as follows:

"(b) RESCUE shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If RESCUE is receiving more than ~~THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)~~ from ~~HUD through the COUNTY pursuant to this Agreement~~ FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in Federal funds from any and all sources, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner."

"(d) RESCUE shall complete and provide to the CD Administrator a monthly ~~report on the~~ Subrecipient Report in the form attached to this Agreement as Exhibit attached hereto as Exhibit C D. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of

execution of this Agreement and concluding upon the completion of all services described in Exhibit A."

"(e) RESCUE shall each year submit to the COUNTY an End of Project Year Report attached hereto as Exhibit ~~D~~ E."

The remaining portions of Section 9 not expressly amended by this First Amendment shall remain in full force and effect.

Section 8. Amendment to Section 12(a) of the Agreement.

Section 12(a) addressing matters of indemnification is hereby amended to read as follows:

"(a) RESCUE shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to RESCUE or whomsoever resulting out of RESCUE's fraud, defalcation, dishonesty, or failure of RESCUE to comply with applicable laws or regulations; any act or omission of RESCUE in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder ~~or by any defect in the construction of the project~~ ; alleged deficiencies or tort claims arising from intentional or negligent conduct in the operation of the facilities; or as may otherwise result in any way or instance whatsoever arising from this Agreement."

The remaining portions of Section 12 not expressly amended by this First Amendment shall remain in full force and effect.

Section 9. Amendment to Section 16 of Agreement. Section 16 of the Agreement is hereby amended to read as follows:

"Section 16. Income.

(a) In the event that any income, including Program Income is received by RESCUE as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the expiration of the term of the Agreement, RESCUE shall immediately render such income to the COUNTY.

~~(b) If any income is received by RESCUE as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by RESCUE to provide services to the clients of RESCUE of a nature similar to the uses set forth herein."~~

Section 10. Amendment to section 21(b) of the Agreement. Section 21(b), addressing reallocation of funds in the event of a breach of the Agreement is hereby amended to read as follows:

"(b) Reallocate the remaining uncommitted funds toward another HUD/ESG program; ~~or toward the COUNTY's trust fund;~~"

Section 12. Section 22(b) of the Agreement is hereby amended to correct a scrivener's error and shall henceforth read as follows:

"(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, RESCUE shall complete and submit a "Disclosure of Lobbying Activities" on standard form SF-LLL or its successor as approved by the Office of Management and Budget.

Section 13. Amendment to Section 24(a) of Agreement.
Section 24(a) of the Agreement is hereby amended to revise references to applicable portions of certain Federal regulations as follows:

"(a) RESCUE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 ~~or~~ the Code of Federal Regulations, Parts 84, ~~or~~ 85, 576 including particularly Section 576.57(d) thereof or any other local, State or Federal regulations."

Section 14. Replacements of Certain Exhibits to Agreement.

(a) Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A-1 ("Revised Scope of Services" attached hereto.

(b) Exhibit B to the Agreement is hereby superseded and replaced by Exhibit B-1 ("Revised Project Budget" attached hereto.

(c) Exhibit C to the Agreement is hereby superseded and replaced by Exhibit C-1 ("Revised Request For Payment" attached hereto.

Exhibits D and E to the Agreement, which are not amended by this First Amendment, shall remain in full force and effect.

Section 15. Effect of First Amendment on Agreement. The remaining portions of the Agreement and the exhibits/attachments thereto not expressly amended by this instrument shall remain unchanged and in full force and effect for the remaining term of the Agreement. The severability clause in Section 26 of the Agreement shall be deemed applicable to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

RESCUE OUTREACH MISSION OF SANFORD, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Date: _____

Corporate seal

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that, on this ____ day of _____, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as President and _____, as _____, of RESCUE OUTREACH MISSION OF SANFORD, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name: _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AWS/lpk
8/25/04 9/22/04
lam rescue outreach mission 2003-2004

Attachments/Exhibits:

Attachment 1 - 24 CFR §§576.23 and 576.57
Exhibit A-1 - Revised Scope of Services
Exhibit B-1 - Revised Project Budget
Exhibit C-1 - Revised Request for Payment

ATTACHMENT 1

CODE OF FEDERAL REGULATIONS
TITLE 24--HOUSING AND URBAN DEVELOPMENT
PART 576--EMERGENCY SHELTER GRANTS PROGRAM: STEWART B. MCKINNEY HOMELESS
ASSISTANCE ACT

§ 576.23 Faith-based activities.

(a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Shelter Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Shelter Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Organizations that are directly funded under the Emergency Shelter Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(c) A religious organization that participates in the Emergency Shelter Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Shelter Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Shelter Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Shelter Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(d) An organization that participates in the Emergency Shelter Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Emergency shelter grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency shelter grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, emergency shelter grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to emergency shelter grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Shelter Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Shelter Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(f) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 576.57 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, use of emergency shelter grant amounts must comply with the following requirements:

(a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR part 5 are modified as follows:

(1) Rehabilitation Act requirements. HUD's regulations at 24 CFR part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). For purposes of the emergency shelter grants program, the term "dwelling units" in 24 CFR part 8 shall include sleeping accommodations.

(2) Use of emergency shelter grant amounts must also comply with the requirement that the grantee or the State recipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the grantee or recipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Grantees and recipients must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(b) Applicability of OMB Circulars. [FN1] The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of emergency shelter grant amounts by States and units of general local government, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

[FN1] OMB Circulars referenced in this section are available at the Entitlement Cities Division, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

(c) The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title apply to activities under this program.

(d) Conflicts of interest. In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person-

(1)(i) Who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency shelter grant amounts and (ii) who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

(2) Who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in § 570.611 (d) and (e) of this chapter.

(e) Environmental review responsibilities.--

(1) Generally. Responsible entities must assess the environmental effects of each application under part 58 of this title. An applicant must include in its application an assurance that the applicant will

assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and related authorities listed in part 58 of this title. The grant award is subject to completion of the environmental responsibilities set out in part 58 of this title within a reasonable time period after notification of the award. This provision does not preclude the applicant from enclosing its environmental certification and Request for Release of Funds with its application.

(2) Awards to States. In the case of emergency shelter grants to States that are distributed to:

(i) Units of general local government, the unit of general local government shall be the responsible entity, and the State will assume HUD's functions with regard to the release of funds; or

(ii) Nonprofit organizations, the State shall be the responsible entity, and HUD will perform functions regarding release of funds under part 58 of this title

(3) Release of funds. HUD will not release funds for an eligible activity if the grantee, recipient, or any other party commits emergency shelter grant funds before the grantee submits, and HUD approves, any required Request for Release of Funds

(f) Audit. The financial management systems used by a State, formula city or county, governmental entity, or an Indian tribe that is a grantee under this program must provide for audits in accordance with part 44 of this title. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in part 45 of this title. (OMB Circulars are available from the Executive Office of the President, Publication Service, 725 17th Street, NW., Suite G-2200, Washington, DC 20503, Telephone, 202-395-7332.)

(g) Audit. The financial management system used by a State or unit of general local government that is a grantee or State recipient must provide for audits in accordance with 24 CFR part 44. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in 24 CFR part 45.

(h) Lobbying and disclosure requirements. The disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (the Byrd Amendment), and the implementing regulations at parts 4 and 87 of this title

(i) Davis-Bacon Act. The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program.

(j) Intergovernmental review. The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR part 52, to the extent provided by Federal Register notice in accordance with 24 CFR 52.3.

EXHIBIT A-1

REVISED SCOPE OF SERVICES

Generally:

RESCUE shall operate the Rescue Outreach Mission of Sanford, Inc., an emergency shelter facility for homeless residents of Seminole County. RESCUE shall provide lodging, food and sanitary facilities to such homeless persons. RESCUE shall use the funds allotted by this Agreement to fund operating costs of the shelter. Such costs may include, and are limited to the following:

1. Electricity,
2. Natural gas,
3. Water,
4. Insurance,
5. Telephone service, and
6. Salary of Shelter Aide.

The amount of Agreement funds which may be allotted to each of the above-listed expenses is set forth in Exhibit B.

EXHIBIT B-1

REVISED PROJECT BUDGET

Reimbursement for the following:

OPERATING EXPENSES	ESG FUNDS	MATCHING FUNDS
Florida Power & Light	\$ 9,910.00	\$ 9,910.00
Florida Public Utilities (Gas)	3,000.00	3,000.00
City of Sanford (Water)	7,910.00	7,910.00
Insurance	12,000.00	12,000.00
Telephone	1,000.00	1,000.00
Shelter Aide (Salary)	3,757.00	3,757.00
TOTAL	\$37,577.00	\$37,577.00

RESCUE may move funds among the above-listed expenses to cover any over-expenditures or under-expenditures; except for funds allotted to the salary for the shelter aide which may not exceed \$3,757.00.

EXHIBIT C-1

REVISED REQUEST FOR PAYMENT

Subrecipient Rescue Outreach Mission of Sanford, Inc.

Name of Activity/Project _____

Mailing Address _____

Contact Person _____

Payment Request No: _____ Telephone No. _____

Operating Expense	Operating Expense Budgeted Amount	ESG Reimbursement Amount this Request	Source of Match Toward this Reimbursement Request	Amount of Match Used Toward This Payment	ESG Funds Paid To Date	Remaining ESG Balance Toward this Operating Expense
Florida Power & Light	\$ 9,910.00	\$		\$	\$	\$
Florida Public Utilities	\$ 3,000.00	\$		\$	\$	\$
City of Sanford	\$ 7,910.00	\$		\$	\$	\$
Insurance	\$12,000.00	\$		\$	\$	\$
Telephone	\$ 1,000.00	\$		\$	\$	\$
Shelter Aide (Salary)	\$ 3,757.00	\$		\$	\$	\$
TOTAL	\$37,577.00	\$		\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HUD/ESG SUBRECIPIENT AGREEMENT
PROGRAM YEARS 2003-2004 AND 2004-2005

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a Florida non-profit corporation, whose mailing address is 1100 East First Street, Suite 1, Sanford, Florida 32771, hereinafter referred to as "COALITION".

WHEREAS, COUNTY previously made application and entered into a grant agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Subtitle B of Title IV, of the Stewart McKinney Homeless Assistance Act, codified as 42 U.S.C., sections 11371-11378, inclusive and pursuant to Title 24 Code of Federal Regulations (CFR) Part 576 implementing said statutes; and

WHEREAS, the purpose of such Federal statutes and regulations is to make Emergency Shelter Grants ("ESG") available to state and local governments and participating not for profit entities; and

WHEREAS, the parties hereto previously entered into that certain HUD/ESG Subrecipient Agreement Program Year 2003-2004 (the "Agreement") for the purpose of partially financing certain

operations, maintenance and administrative expenses of COALITION's emergency homeless shelter services facilities known as SafeHouse of Seminole located within the COUNTY for the 2003-2004 Fiscal Year (the "Project"); and

WHEREAS, COUNTY now has an additional THIRTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) of ESG funds available to contribute to the Project from its 2004-2005 Program Year HUD/ESG funds; and

WHEREAS, the parties hereto agree that an extension of time for COALITION's continued performance under this Agreement is required under present circumstances and the timing of available funding for 2004-2005,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and amend the Agreement as follows:

Section 1. Recitals. The above recitals are true, have been relied upon by the parties and form a material part of this First Amendment and of the Agreement, as hereby amended.

Section 2. Amendment to Fourth Recital of the Agreement. The fourth recital on Page 1 of the Agreement is hereby amended to reflect the increased funding and shall henceforth read as follows:

"WHEREAS, the COUNTY has allocated THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) for the 2003-2004 Program Year and THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) for 2004-2005 of Emergency Shelter Grants Program (ESG) HUD funds for such services provided by COALITION; and

Section 3. Amendments to Section 2, "Definitions" of the Agreement. Section 2 of the Agreement is hereby amended to delete references to "Affordability Period" and "Very Low Income" since such definitions are not relevant to the nature of the Project and the uses of ESG funds in the context of the Agreement. Accordingly, Section 2 of the Agreement shall read as follows:

"Section 2. Definitions.

~~(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.~~

~~(b)~~ (a) "CD Administrator" means the Community Resources Division Manager or their designee.

(c) (b) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

~~(d)~~ (c) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(e) (d) "Planning Department" means the COUNTY's Planning and Development Department Director or his designee for the Community Development Office.

~~(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement. "~~

Section 4. Amendment to Section 4 of the Agreement. Section 4 of the Agreement shall be amended to lengthen the term of the Agreement itself and the service performance dates to expend the 2004-2005 Program Year funds as follows:

"Section 4. Term. This Agreement shall be effective upon its execution by all parties. COALITION shall complete all services required by this Agreement on or before September 30, ~~2004~~ 2005. This Agreement shall terminate on September 30, ~~2004~~ 2005. COALITION shall complete all services required by this Agreement in a timely manner, including, at a minimum, compliance with the following deadlines:

Prior to October 31, ~~2003~~ 2004

Meet with County Project Manager to review terms of Agreement;

~~Prior to January 30, 2004~~

~~Expend at least 25% of HUD funds;~~

Prior to April 30, ~~2004~~ 2005

Expend at least 50% of HUD Agreement funds;

~~Prior to July 30, 2004~~

~~Expend at least 75% of
HUD Agreement;~~

Prior to September 30, 2004 2005

Expend 100% of HUD
Agreement funds."

Section 5. Amendments to Section 5 of the Agreement. Section 5 of the Agreement is hereby amended to conform the Agreement's terms relative to the increased funding provided for herein and necessary revisions to completion dates. Accordingly, that section shall henceforth read as follows:

"Section 5. Payments.

(a) The COUNTY shall reimburse COALITION for funds paid to the service providers described in the Revised Project Budget, attached ~~hereto~~ as Exhibit B-1 and incorporated herein by reference.

(b) The COUNTY has allocated ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ an additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00) of HUD/ESG funds for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the services rendered under this Agreement up to ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ an additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$37,577.00). In the event that COALITION does not require the full amount of ~~THIRTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ the additional THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN AND

NO/100 DOLLARS (\$37,577.00), ~~as reflected in the bids received and reviewed by both parties to this Agreement,~~ the CD Administrator reserves the right to reallocate such funds to other HUD/ESG projects.

(c) In no event shall the COUNTY reimburse COALITION, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the ~~President~~ Executive Director of COALITION and the CD Administrator.

(d) In order to process reimbursement or payment requests, COALITION shall submit to the COUNTY an a copy of the signed original invoice and copies of canceled checks representing payments to vendors signed by the entity requesting payment. ~~and COALITION's Project Manager.~~ Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice requesting reimbursement from the COUNTY.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to COALITION. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if COALITION, its vendors, contractors and subcontractors have performed services in full compliance with all

HUD/ESG requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before ~~September 30, 2004~~ November 15, 2005, COALITION shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of COALITION not properly invoiced for goods and services rendered by September 30, 2005 and received by the COUNTY ~~by September 30, 2004~~ on or before November 15, 2005.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) COALITION shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. COALITION must demonstrate dollar per dollar matching of HUD funds distributed by the COUNTY which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Prior to any reimbursement of funds or final payment to COALITION under this Agreement, COALITION ~~must~~ shall provide appropriate documentation to demonstrate that an amount equal amount to such funds or equivalent services have been leveraged.

(i) COALITION shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property under this Agreement. ~~unless COALITION has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by COALITION shall automatically terminate this Agreement.~~

Section 6. Amendments to Section 6 of the Agreement.

Section 6 of the Agreement is hereby amended to reflect revisions to citations of applicable Federal regulations concerning ESG funded programs:

"Section 6. Compliance With Federal Regulations.

(a) COALITION shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, ~~"Regulations Relating to Housing and Urban Development."~~ Part 576 including particularly the following sections thereof:

A. 576.21 - Eligible Activities;

B. 576.23 - Faith Based Activities (See Attachment 1 to this First Amendment);

C. 576.53 - Use As An Emergency Shelter;

D. 576.55 - Building Standards;

E. 576.56 - Homeless Assistance and Participation;

F. 576.57 - Other Federal Requirements (See Attachment 1 to this First Amendment);

G. 576.59 - Relocation and Acquisition.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

~~(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";~~

~~_____ (6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non Profit Organizations";~~

~~_____ (7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";~~

~~_____ (8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";~~

(c) COALITION shall not assume the COUNTY's environmental responsibilities as described in 24 CFR Sec. ~~570.604~~ "Environmental Standards" Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental

Responsibilities" nor the COUNTY's responsibility to initiate an environmental review process. However, COALITION is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is COALITION released from any environmental pollution that it may cause or have caused and COALITION shall assume full liability therefore."

Section 7. Amendments to Sections 9(b), 9(d) and 9(e) regarding Maintenance of Records by COALITION. Sections 9(b), (d) and (e) of the Agreement are hereby amended to correct scrivener's errors and shall henceforth read as follows:

"(b) COALITION shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If COALITION is receiving more than ~~THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)~~ from HUD through the COUNTY pursuant to this Agreement FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in Federal funds from any and all sources, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner."

"(d) COALITION shall complete and provide to the CD Administrator a monthly report ~~on the~~ Subrecipient Report in the form attached to this Agreement as Exhibit ~~attached hereto as~~

Exhibit C D. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A."

"(e) COALITION shall each year submit to the COUNTY an End of ~~Project~~ Year Report attached hereto as Exhibit ~~D~~ E."

The remaining portions of Section 9 not expressly amended by this First Amendment shall remain in full force and effect.

Section 8. Amendment to Section 12(a) of the Agreement.

Section 12(a) addressing matters of indemnification is hereby amended to read as follows:

"(a) COALITION shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to COALITION or whomsoever resulting out of COALITION's fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; any act or omission of COALITION in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder ~~or by any defect in the construction of the project~~ ; alleged deficiencies or tort claims arising from intentional or negligent conduct in the operation of the

facilities; or as may otherwise result in any way or instance whatsoever arising from this Agreement."

The remaining portions of Section 12 not expressly amended by this First Amendment shall remain in full force and effect.

Section 9. Amendment to Section 16 of Agreement. Section 16 of the Agreement is hereby amended to read as follows:

"Section 16. Income.

~~(a)~~ In the event that any income, including Program Income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the expiration of the term of the Agreement, COALITION shall immediately render such income to the COUNTY.

~~(b) If any income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by COALITION to provide services to the clients of COALITION of a nature similar to the uses set forth herein."~~

Section 10. Amendment to section 21(b) of the Agreement. Section 21(b), addressing reallocation of funds in the event of a breach of the Agreement is hereby amended to read as follows:

"(b) Reallocate the remaining uncommitted funds toward another HUD/ESG program; ~~or toward the COUNTY's trust fund,~~"

Section 12. Section 22(b) of the Agreement is hereby amended to correct a scrivener's error and shall henceforth read as follows:

"(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, COALITION shall complete and submit a "Disclosure of Lobbying Activities" on standard form SF-LLL or its successor as approved by the Office of Management and Budget.

Section 13. Amendment to Section 23 of Agreement. Section 23 "Notice" is hereby amended to designate COALITION's Executive Director as its contact person for purposes of the Agreement as follows:

"Section 23. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street
Sanford, Florida 32771

For COALITION:

~~President~~ Executive Director
Seminole County Victim's Rights Coalition, Inc.
1100 East First Street, Suite 1
Sanford, Florida 32771

Either of the parties may change, by written notice, the address or person for receipt of notice."

Section 14. Amendment to Section 24(a) of Agreement.

Section 24(a) of the Agreement is hereby amended to revise references to applicable portions of certain Federal regulations as follows:

"(a) COALITION agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 ~~or the~~ Code of Federal Regulations, Parts 84, ~~or~~ 85, 576 including particularly Section 576.57(d) thereof or any other local, State or Federal regulations."

Section 15. Replacements of Certain Exhibits to Agreement.

(a) Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A-1 ("Revised Scope of Services" attached hereto.

(b) Exhibit B to the Agreement is hereby superseded and replaced by Exhibit B-1 ("Revised Project Budget" attached hereto.

(c) Exhibit C to the Agreement is hereby superseded and replaced by Exhibit C-1 ("Revised Request For Payment" attached hereto.

Exhibits D and E to the Agreement, which are not amended by this First Amendment, shall remain in full force and effect.

Section 16. Effect of First Amendment on Agreement. The remaining portions of the Agreement and the exhibits/attachments thereto not expressly amended by this instrument shall remain unchanged and in full force and effect for the remaining term of the Agreement. The severability clause in Section 26 of the Agreement shall be deemed applicable to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

SEMINOLE COUNTY VICTIM'S RIGHTS
COALITION, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Date: _____

Corporate seal

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that, on this ____ day of _____, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as President and _____, as _____, of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name: _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

BOARD OF COUNTY COMMISSIONERS

ATTEST:

SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments/Exhibits:

Attachment 1 - 24 CFR §§576.23 and 576.57
Exhibit A-1 - Revised Scope of Services
Exhibit B-1 - Revised Project Budget
Exhibit C-1 - Revised Request for Payment

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ATTACHMENT 1

CODE OF FEDERAL REGULATIONS
TITLE 24--HOUSING AND URBAN DEVELOPMENT
PART 576--EMERGENCY SHELTER GRANTS PROGRAM: STEWART B. MCKINNEY HOMELESS
ASSISTANCE ACT

§ 576.23 Faith-based activities.

(a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Shelter Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Shelter Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Organizations that are directly funded under the Emergency Shelter Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(c) A religious organization that participates in the Emergency Shelter Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Shelter Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Shelter Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Shelter Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(d) An organization that participates in the Emergency Shelter Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Emergency shelter grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency shelter grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, emergency shelter grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to emergency shelter grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Shelter Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Shelter Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(f) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 576.57 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, use of emergency shelter grant amounts must comply with the following requirements:

(a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR part 5 are modified as follows:

(1) Rehabilitation Act requirements. HUD's regulations at 24 CFR part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). For purposes of the emergency shelter grants program, the term "dwelling units" in 24 CFR part 8 shall include sleeping accommodations.

(2) Use of emergency shelter grant amounts must also comply with the requirement that the grantee or the State recipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the grantee or recipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Grantees and recipients must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(b) Applicability of OMB Circulars. [FN1] The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of emergency shelter grant amounts by States and units of general local government, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

[FN1] OMB Circulars referenced in this section are available at the Entitlement Cities Division, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

(c) The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title apply to activities under this program.

(d) Conflicts of interest. In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person-

(1)(i) Who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency shelter grant amounts and (ii) who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

(2) Who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in § 570.611 (d) and (e) of this chapter.

(e) Environmental review responsibilities.--

(1) Generally. Responsible entities must assess the environmental effects of each application under part 58 of this title. An applicant must include in its application an assurance that the applicant will

assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and related authorities listed in part 58 of this title. The grant award is subject to completion of the environmental responsibilities set out in part 58 of this title within a reasonable time period after notification of the award. This provision does not preclude the applicant from enclosing its environmental certification and Request for Release of Funds with its application.

(2) Awards to States. In the case of emergency shelter grants to States that are distributed to:

(i) Units of general local government, the unit of general local government shall be the responsible entity, and the State will assume HUD's functions with regard to the release of funds; or

(ii) Nonprofit organizations, the State shall be the responsible entity, and HUD will perform functions regarding release of funds under part 58 of this title

(3) Release of funds. HUD will not release funds for an eligible activity if the grantee, recipient, or any other party commits emergency shelter grant funds before the grantee submits, and HUD approves, any required Request for Release of Funds

(f) Audit. The financial management systems used by a State, formula city or county, governmental entity, or an Indian tribe that is a grantee under this program must provide for audits in accordance with part 44 of this title. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in part 45 of this title. (OMB Circulars are available from the Executive Office of the President, Publication Service, 725 17th Street, NW., Suite G-2200, Washington, DC 20503, Telephone, 202-395-7332.)

(g) Audit. The financial management system used by a State or unit of general local government that is a grantee or State recipient must provide for audits in accordance with 24 CFR part 44. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in 24 CFR part 45.

(h) Lobbying and disclosure requirements. The disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (the Byrd Amendment), and the implementing regulations at parts 4 and 87 of this title

(i) Davis-Bacon Act. The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program.

(j) Intergovernmental review. The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR part 52, to the extent provided by Federal Register notice in accordance with 24 CFR 52.3.

EXHIBIT A-1

REVISED SCOPE OF SERVICES

Generally:

COALITION shall use the HUD/ESG funds issued by the County pursuant to this Agreement to fund operating expenses at their emergency shelter facility(ies) known as SafeHouse of Seminole. Such operating expenses may include, but not exceed the following:

- (a) Utility services;
- (b) Telephone services;
- (c) Property insurance; and
- (d) Maintenance and repair of the facility.

EXHIBIT B-1

REVISED PROJECT BUDGET

OPERATING EXPENSES	ESG FUNDS	MATCHING FUNDS
Reimbursement for the following operating costs		
Utilities	\$15,400.00	\$15,400.00
Telephone	\$ 7,500.00	\$ 7,500.00
Property Insurance	\$ 9,500.00	\$ 9,500.00
Maintenance and Repairs	\$ 5,177.00	\$ 5,177.00
TOTAL	\$37,577.00	\$37,577.00

“ COALITION may transfer funds between the uses referenced in the chart above, provided that the total expenditures do not exceed \$37,577.00.

EXHIBIT C-1

REVISED REQUEST FOR PAYMENT

Subrecipient Seminole County Victim's Rights Coalition, Inc.

Name of Activity/Project _____

Mailing Address _____

Contact Person _____

Payment Request No. _____ Telephone No. _____

Operating Expense	Operating Expense Budgeted Amount	ESG Reimbursement Amount this Request	Source of Match Toward this Reimbursement Request	Amount of Match Used Toward This Payment	ESG Funds Paid To Date	Remaining ESG Balance Toward this Operating Expense
Utilities	\$ 15,400.00	\$		\$	\$	\$
Telephone	\$ 7,500.00	\$		\$	\$	\$
Property Insurance	\$ 9,500.00	\$		\$	\$	\$
Maintenance And Repairs	\$ 5,177.00	\$		\$	\$	\$
TOTAL	\$37,577.00	\$		\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____